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SVOBODA, ANN M c/o MARC DANN 4600 PROSPECT AVE CLEVELAND, OH 44103 Case: 1:15-cv-00976-DAP Doc #: 1-5 Filed: 05/17/15 2 of 10. PageID #: 28

seterus

Physical Address 14523 SW Millikan Way; Suite 200; Beaverton, OR 97005

> Business Hours (Pacific Time) Monday-Thursday 5 a.m. to 8 p.m. Friday 5 a.m. to 6 p.m.

Payments PO Box 11790; Newark, NJ 07101-4790

Correspondence

PO Box 2008; Grand Rapids, MI 49501-2008

Phone 866.570.5277

Fax 866.578.5277

Website www.selerus.com

March 12, 2015

L796AA.1

SVOBODA, ANN M c/o MARC DANN 4600 PROSPECT AVE CLEVELAND, OH 44103

RE: Loan number: 10152879, serviced by Seterus, Inc.

Borrower name: SVOBODA, ANN M

Property: 4853 W 14TH ST

CLEVELAND, OH 44109-0000

Our records indicate that you or your firm represents the borrower(s) listed above.

Enclosed is information related to your client's loan. This letter and enclosures shall not be construed as a waiver of the loan owner's or Seterus, Inc.'s rights under the loan documents and any applicable laws.

If you or your firm no longer represents the borrower(s), please notify us at 866.570.5277 or PO Box 2008, Grand Rapids, MI 49501-2008.

In addition, the initial payment will need to be remitted as specified in the agreement. If we do not receive the initial payment by April 30, 2015, the agreement and funds may not be accepted. If the agreement is not accepted, it will be considered null and void, and we will be under no obligation to renew this offer.

All loan payments should be made payable to Seterus, Inc., and the loan number must be written on the payment.

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Borrower name: SVOBODA, ANN M

March 12, 2015 Loan No.: 10152879

Seterus, Inc.

Enclosures



L481AG.1

SVOBODA, ANN M c/o MARC DANN 4600 PROSPECT AVE CLEVELAND, OH 44103

Here's your chance to make your payments more affordable!

Loan number: 10152879, serviced by Seterus, Inc.

March 12, 2015

Dear SVOBODA, ANN M,

We want to continue to work with you to modify your mortgage and help make your payments more affordable.

This Trial Period Plan offer is for a Fannie Mae loan modification (Fannie Mae is the owner of your loan). This modification is designed for borrowers who do not meet all of the eligibility criteria for a permanent modification under the Federal Home Affordable Modification Program (HAMP®), or who have been unable to successfully make their payments under either a HAMP or other modification.

With this Fannie Mae modification, you will be required to make trial payments for a specific period of time. This is the first step toward qualifying for more affordable ongoing mortgage payments. Please read this entire letter to understand all of the steps you must take to complete the modification process.

To accept this trial offer, send us the first "trial period payment," by the Due Date, as shown in the following table. To qualify for a permanent modification, you must make the remainder of the trial period payments on time and as indicated and maintain eligibility.

TRIAL PERIOD PLAN 480			
Payment Number	Payment Amount	Due Date	
1 st payment	\$629.14	4/1/2015	
2 nd payment	\$629.14	5/1/2015	
3 rd payment	\$629.14	6/1/2015	

Trial period payments include principal, interest, and escrow, and temporarily replace your regularly scheduled mortgage payments.

Seterus NMLS ID Number: 787641, Employee NMLS ID Number: 1010949.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE https://www.coloradoattorneygeneral.gov/ca, Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

Page 1 of 5

SVOBODA, ANN M March 12, 2015

Loan number: 10152879

You are required to have an escrow account for the payment of taxes and insurance when you begin your Trial Period Plan. If you did not have an escrow account before, we will establish one for you. While you will contribute to the escrow account with each of your scheduled payments, the timing of your tax and insurance bills may cause an escrow shortage, requiring you to pay an additional amount to cover them when they come due. Your loan currently has an escrow shortage of \$519.08, which can be paid either in a lump sum when the loan is modified or over the next 5 years (60 months). If you wish to pay up the shortage as a lump sum, please call us to arrange the payment.

All payments should be sent to Seterus, Inc., PO Box 11790, Newark, NJ 07101-4790.

Please note that your existing loan requirements remain in effect and unchanged during the trial period. Each trial payment must be received by us in the month in which it is due, or you will no longer be eligible for a loan modification, and your loan will not be modified. If your last trial payment is not received until the last half of the month in which it is due, we may elect to extend your Trial Period Plan by an extra month.

Modification terms:

If you successfully complete the Trial Period Plan by making the required payments, you will receive a loan modification with an interest rate of 4.000%, which will be fixed for the full term of your modified loan. If we determine that the unpaid balance of your mortgage is more than 115% of the value of your home, you will be eligible to have up to 30% of your principal balance deferred; and the deferred amount will not be subject to any interest charges. The deferred principal will not be due and payable until the earliest of:

- the end of the term of the modified mortgage, or
- the date the interest-bearing balance of your loan has been paid off, or
- the sale or transfer of your interest in the property, or
- a refinance of your mortgage loan.

If you have questions, please see the Frequently Asked Questions pages or give us a call. If you cannot afford the trial period payments but want to remain in your home, or if you have decided to leave your home but still want to avoid foreclosure inlease call us at 866.570.5277; we want to help. For horrowers

Sincerely,	
p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours	may vary.
having difficulty making their payments, we have loan specialists available Monday-Thursc	lay 5 a.m. to 9
nome but still want to avoid foreclosure, please call us at 600.370.3277; we want to help.	ror porrowers

Seterus, Inc.

Enclosures: Frequently Asked Questions

Additional Trial Period Plan Information and Legal Notices

Fannie Mae® Loan Modification – Frequently Asked Questions Get the answers you need to some of the most common questions borrowers ask.

Q. What is a Fannie Mae Loan Modification?

A Fannie Mae Loan Modification permanently modifies your loan, after a period of trial payments, lowering your principal and interest payments for the life of the loan. This modification was created as an alternative for borrowers who do not qualify for the Home Affordable Modification Program (HAMP), or who were unable to manage their payments under a HAMP or other modification. A Fannie Mae Loan Modification is a second chance at a more affordable loan.

Q. Why are you offering me this option?

Our goal is to make your mortgage affordable so you can avoid foreclosure and remain in your home.

Q. Does Fannie Mae pay incentive compensation like HAMP?

No. Fannie Mae Loan Modification does not offer incentive compensation for borrowers.

Q. Is there a fee for a Fannie Mae Loan Modification?

There are no fees. If your loan is permanently modified, we may waive unpaid late charges as well.

Q. Why is there a trial period?

The trial period gets you right into a lower payment and could prevent a foreclosure sale. It gives you a chance to see how well you manage your new scheduled payments so that a permanent loan modification becomes possible.

Q. How was my trial period payment determined?

Your loan modification consists of the best possible terms we can provide that will still allow you to meet the obligations of your modified loan. Because your trial period payments are intended to test whether or not you will be able to stay current on a permanent basis, Fannie Mae looks at a variety of factors including your verified income, the current value of your property, your unpaid loan balance, and any amounts past due to determine the payment amount.

Q. What if I can't afford the trial payments?

If you do not complete your Trial Period Plan as agreed, you will not be allowed to enter into a permanent loan modification.

Q. Do I need an escrow account to cover property taxes and insurance?

An escrow account is required with this loan modification. If you did not have an escrow account before, we will establish one for you and use it to pay taxes, insurance, and other escrowed expenses. Your scheduled mortgage payments will include the amount required for escrow.

Q. When does my permanent loan modification become official?

When you have made all of your trial period payments on time, we will send you a Modification Agreement detailing the terms of the modified loan. The Modification Agreement will become effective once all borrowers and Seterus, Inc. have signed it.

Fannie Mae® Loan Modification – Frequently Asked Questions Continued

- Q. Will I have to make up the difference between what I was paying and the lower payment? Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan when it is modified. We also will add any other past-due amounts, as permitted by your loan documents. This will increase the total amount you owe, but it should not significantly change the amount of your modified mortgage payment.
- Q. Will my interest rate and payment be fixed after my loan is permanently modified?

 Once modified, you will have a fixed interest rate for the life of your mortgage. Because your new scheduled payment will include contributions to an escrow account, your payment could change from time to time as the taxes, insurance, and other escrowed expenses change.

Q. Will this loan modification affect my credit rating?

Accepting a Trial Period Plan or modification can affect your credit score. Its impact depends upon the overall composition of your credit profile and upon how the new credit obligation is reported. Your credit score could go up, down, or remain unchanged. For information about how your credit score works, go to www.consumer.ftc.gov.

Fannie Mae® Loan Modification – Important Program Information Additional Trial Period Plan Information and Legal Notices

The terms of this offer are accepted and the terms of your Trial Period Plan are effective on the day you make your first trial period payment, provided you have paid it on or before April 30, 2015. By accepting this offer, you and we agree that:

You are certifying that all information you previously provided, e.g., regarding your status, income and expenses, and hardship, is still true and correct.

You certified that all of the written information you previously provided to Seterus, Inc. ("Servicer") in the Hardship Affidavit signed by you in connection with the Making Home Affordable Program (HAMP), or in the Fannie Mae Hardship Affidavit signed by you as part of this modification, continues to be true and correct. This includes, among other things, information about your status and the status of the property, your income and expenses, and your hardship. You understand that Servicer is relying on your certification in offering you the Trial Period Plan and any Loan Modification Agreement. If there have been any changes in the information you provided, you must contact Servicer at 866.570.5277 to discuss whether the changes affect your Trial Period Plan or eligibility for a loan modification. You must have this discussion before you send in your first trial period payment.

We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the Trial Period Plan.

Any pending foreclosure action or proceeding may be immediately resumed, as allowed by applicable law, if you fail to comply with the terms of the Trial Period Plan or do not qualify for a modification. No new notice of default, intent to accelerate, acceleration or similar notice will be necessary to continue the foreclosure action, and all these notices are waived to the extent permitted by applicable law.

During the trial period, we may accept and post your trial period payments to your account and it will not affect foreclosure proceedings that have already been started.

- You agree that we may hold the trial period payments in an account until sufficient funds are in the account to pay each of your trial period payment obligations. You also agree that we will not pay you interest on the amounts held in the account. Any amounts remaining at the end of the trial period will be applied to any outstanding amounts that you owe at the end of the trial period reducing the amount that will otherwise be added to the principal balance of your modified loan.
- Our acceptance and posting of your new payment during the trial period will not be deemed a
 waiver of the acceleration of your loan or foreclosure action and related activities, and shall not
 constitute a cure of your default under your loan unless the payments are sufficient to completely
 cure your entire default under your loan.

If your regularly scheduled payment did not include escrows for taxes and insurance, you are now required to establish an escrow account for these items.

You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

If we discover that you intentionally misrepresented any information used to determine your eligibility, the Trial Period Plan or Loan Modification Agreement will be voided, and we may then exercise our rights or the loan owner's rights under the mortgage loan agreement. Knowingly providing false information may be a violation of Federal law.

seterus

Loan Number:

10152879

Borrower Name:

SVOBODA, ANN M

Due Date:

4/1/2015

Trial Payment Due:

\$629.14

Return this coupon with your payment to:

Seterus, Inc. PO Box 11790 Newark, NJ 07101-4790 Total Amount Due:

\$629.14

Total Enclosed:

Please write your loan number on your check and make it payable to Seterus, Inc.

If you have any questions, please contact us at 866.570.5277.

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Return this coupon with your payment to:

Seterus, Inc.

PO Box 11790

Newark, NJ 07101-4790

Loan Number:

10152879

Borrower Name:

SVOBODA, ANN M

Due Date:

5/1/2015

Trial Payment Due:

\$629.14

Total Amount Due:

\$629,14

Total Enclosed:

Please write your loan number on your check and make it payable to Seterus, Inc.

If you have any questions, please contact us at 866.570.5277.

seterus

Loan Number:

10152879

Borrower Name:

SVOBODA, ANN M

Due Date:

6/1/2015

Trial Payment Due:

\$629.14

Total Amount Due:

\$629.14

Total Enclosed:

Please write your loan number on your check

and make it payable to Seterus, Inc.

If you have any questions, please contact us at 866.570.5277.

Return this coupon with your payment to:

Seterus, Inc. PO Box 11790 Newark, NJ 07101-4790 Case: 1:15-cv-00976-DAP Doc #: 1-5 Filed: 05/17/15 10 of 10. PageID #: 36

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Box 2008 • Grand Rapids, MI 49501-2008